



EMBASSY OF THE REPUBLIC OF THE MARSHALL ISLANDS

2433 Massachusetts Avenue, N.W.,
Washington, D.C. 20008
Tel. # (202) 234-5414

May 5, 1997

Paul Seligman, M.D., M.P.H.
Deputy Assistant Secretary for Health Studies
U.S. Department of Energy
Germantown, M.D. 20874-1290

Dear Dr. Seligman:

Thank you for your continued willingness to work with the Government of the Republic of the Marshall Islands (RMI) on the Draft Project Description for the Department of Energy's medical program in the RMI. I am very pleased to see how much progress is being made on our joint efforts to improve the medical program.

I received a copy of the version of the Draft Project Description which you provided to our Embassy last Thursday. I have some comments to make about the Draft which I hope you will consider before the it is published in the Federal Register. In addition to my own comments, attached are comments which I received from the Rongelap Local Government.

My comments about the Draft are such:

1. I believe that a shift to a community-based program will decrease the amount of money that DOE will spend on its logistics contract. Therefore, I would like to see recognition that if there are any cost savings in the program, the medical program may receive larger portions of the \$6.8 million in the future;

2. There are several references to referrals to the 177 Health Care Program in the Draft. As the Rongelap community mentions, there is no point in referring patients to the 177 HCP if there is no money to treat them. There must be assurances that if patients are referred, they will be treated. There needs to be clear delineation about whose responsibility it is to ensure that patients get all of the referral care they are supposed to;

3. I am pleased to see the inclusion of non-radiogenic illnesses in the scope of work of the contractor. I think that this could be emphasized in other parts of the draft as well.

4. Ambassador deBrum shared with me the concerns he mentioned to you on Friday. I concur with his concerns about the way the clinical findings are reported. It is because the RMI Government has problems with the way

that Brookhaven has handled the medical program that the RMI Government is requesting a dramatic alteration of the program. Furthermore, considering that Secretary Pena has terminated all DOE contracts with Brookhaven, I do not think we should give any credibility to the findings of a contractor which your Secretary has rejected.

I hope your trip to the Marshall Islands is fruitful. I would be interested in hearing about your trip as I still do not know any details.

Best Regards,



Robert Muller
Secretary of Foreign Affairs and Trade

RONGELAP ATOLL LOCAL GOVERNMENT

Office of the Mayor

P.O. Box 1766, Majuro, MH 96960

Ph.: 692-625-3401/7271; Fax: 692-625-3400/4667

5 May 1997

COMMENTS ON DOE'S DRAFT PROJECT DESCRIPTION

1. There is a fundamental problem in this whole process concerning the budget. It is the intention that the medical program be revamped. The total \$6.8 million budget needs to be re-examined to better allocate money between environmental and medical provision. It should be made clear to the bidder what cost are covered in the \$1.1 million and what costs are covered in logistics. This will prevent a misunderstanding as they develop their proposals.
2. All \$'s should be defined. If other \$'s are available for machinery/equipment/other support, then those \$'s need to be identified and the availability of those \$'s need to be announced. No one should have an advantage because DOE has already purchased equipment for them.
3. Ref. is to IV A. "General": Why does the new contractor have to use existing sub-contractors? It will take work, but the existing equipment/knowledge, etc. should be available for transfer. A reliance on existing sub-contractors will (1) keep costs high, (2) prolong or fester a reliance on status quo and may create a dependence by the new contractor on old support contractors. Can terms/conditions of existing contracts be re-negotiated? RMI needs copies of contracts.
4. Ref. is to 6(d): DOE is to take care of all radiogenic and non-radiogenic for the exposed. Do not pass on any illness to RMI or 177 Health Care Plan. Past experience has been dreadful.
5. Ref. is to 6(e): all medical records shall be passed to new contractor.
6. Ref. is to C.1g): No referrals should go to the 177HCP. At a later date when the 177HCP can afford the referrals, then it should be OK. No Victim should be referred unless it is determined that 177 has the cash to pay.
7. Ref. to VIII "DOE's Role": "...substantial involvement between DOE and any awardee(s)." etc. -What about RMI's/Rongelap's/Utrik's role(s) in selection and/or information flow?
8. Ref. to Appendix A "Definition of Radiation Related Disease": This hopefully is an academic exercise. The Compact should be interpreted to mean that all radiogenic related diseases shall be treated but that is not to mean an exclusion of non-radiogenic.

9. Ref. to Appendix G "DOE Equipment used by current DOE provider": Is (are) there any equipment no on this list, but purchased by DOE and is with the medical provider (i.e., equipment past it's established useful life, but still in use).
10. Overall, the Project Description is good. However, it still has a reliance on RMI Health Care and the 177 HCP. This should not exist because the exposed fall through the cracks that are exist in the extremely poorly defined relationship between the RMI based providers and DOE.
11. Also, there needs to be reassurances that all radiogenic and non-radiogenic diseases will be taken care of for the exposed.
12. The idea that \$6.8 million per year has been going in to the program, and there is no clinic or hospital for the program in the RMI points to the need for a complete re-vamping of the medical provision without putting it into a cost box created by previous budgeting procedures that may have been flawed. The whole budget needs to be jointly developed and jointly implemented.
13. What about the other ideas about providing insurance for the exposed? Can DOE ask for bids on insurance that will cover all conditions for the exposed?